



**PROPERTY COMMITTEE AGENDA**  
Room 700, Law and Justice Center  
**Thursday, February 6, 2003**

**3:00 P.M.**

1. Roll Call.
2. Chairman's Approval of Minutes – January 9, 2003
3. Departmental Matters:
  - A. Jack Moody, Facilities Management
    - 1) Items to be presented for Action:
      - a) Request Approval of Office Layout Plans for Future Offices at Government Center: Mr. Gene Asbury and Mr. Paul Young, Young Architects
      - b) Request Approval of Emergency Appropriation Ordinance to Fund Emergency Replacement of McBarnes Memorial Building Steam Boiler 1
        - 1) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance 2-5
        - 2) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance 6-8
      - c) Status Report of Current Use of McBarnes Memorial Building 9-51
    - 2) Items to be presented for Information:
      - a) Status Report Replacement of Exterior Envelope Project at the McLean County Health Department Building
      - b) Report on County Property on Route 9 East 52-53
      - c) Report on Annual County Utilities Cost Summary Report for 2002 54-71
      - d) General Report
      - e) Other

C. William Wasson, Parks and Recreation

1) Items to be presented for Action:

- a) Request Approval of Ordinance Adopting  
and Enacting Rules and Regulations Pertaining  
to the Public Use of all County Parks and  
Recreational Areas

72-82

2) Items to be presented for Information:

- a) General Report
- b) Other

E. John Zeunik, County Administrator

1) Items to be presented for Information:

- a) General Report
- b) Other

- 4. Other Business and Communications.
- 5. Recommend Payment of Bills and Transfers, if any, to County Board.
- 6. Adjournment.



## Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX [jack@McLean.gov](mailto:jack@McLean.gov)

To: The Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*  
Director, Facilities Management

Date: January 27, 2003

Subj: **McBarnes Memorial Building Boiler**

On December 5, 2002, the Weil-McLain Model 694 steam heating boiler, originally installed in July, 1967, and which served for 35 years as the central heating source for the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, a County owned and operated facility, experienced an irreparable cracked steam cell. The steam pressure and water level had to be reduced in order to continue operating at a severely diminished steam level and heating-load in order to continue to provide heat to the facility. Pursuant with all tenant leases at McBarnes, McLean County is responsible for maintaining all HVAC mechanical systems at the facility.

County Facilities Management assessed the situation and met with Mr. John M. Zeunik, County Administrator, and presented a plan to replace the boiler under emergency conditions. Weil-McLain manufactured a replacement model 694 steam boiler and it was installed by in-house staff between January 17, 2003, and January 19, 2003.

Because this was an unbudgeted expense in the Adopted McBarnes Building budget and the Law and Justice Center budget, we are requesting approval of two Emergency Appropriations to transfer sufficient funds into the appropriate line items to fund this emergency expense. Attached, please find a copy of the Emergency Appropriation Requests provided for your consideration.

Thank you.

JEM:  
enclosures

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2002  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, County Board Department 0001,  
McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085**

**WHEREAS**, the McLean County Board, on November 20, 2001, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Board Department 0001 and the McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085; and,

**WHEREAS**, pursuant to the lease agreements approved between the tenants in the McBarnes Building and McLean County (the "County"), the County is solely responsible for the general maintenance and repair of all installed building mechanical systems, including heating, ventilation and air conditioning; and,

**WHEREAS**, on December 5, 2002, Facilities Management staff discovered that one of the six main steam cells in the Weil-McLain Model 694 Steam Boiler had ruptured, thereby rendering the boiler partially operable and necessitating an emergency replacement of the boiler; and,

**WHEREAS**, Facilities Management staff developed a plan to purchase and replace the boiler with a new Weil-McLain Model 694 Steam Boiler and, in accordance with the County's emergency purchase policy, presented this plan to the County Administrator for approval; and,

**WHEREAS**, pursuant to the provisions of the County's emergency purchase policy, the County Auditor's Office issued an emergency purchase order for the purchase of a replacement boiler; and,

**WHEREAS**, the new replacement boiler was successfully installed by Facilities Management staff over the weekend of January 17, 2003 through January 20, 2003; and,

**WHEREAS**, the funds needed to purchase the replacement boiler were not appropriated in the Fiscal Year 2002 adopted budget for the McBarnes Building Capital Lease Fund 0350, McBarnes Memorial Building Department 0085; and,

**WHEREAS**, the Property Committee, at its regular meeting on Thursday, February 6, 2003, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance, now, therefore,

(2)

**BE IT ORDAINED** by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$24,514.00 and to amend the Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0400.0000			
Unappropriated Fund Balance:	\$ 0.00	\$24,514.00	\$24,514.00
 McBarnes Building Capital Lease Fund 0350 McBarnes Building Department 0085 0350-0085-0091-0450.0001			
Transfer from Other Funds:	\$ 0.00	\$24,514.00	\$24,514.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Board Department 0001 and the McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085, the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0999.0001			
Interfund Transfer:	\$ 0.00	\$24,514.00	\$24,514.00
 McBarnes Building Capital Lease Fund 0350 McBarnes Building Department 0085 0350-0085-0091-0834.0001			
Purchase of Machinery/Equipment:	\$ 0.00	\$24,514.00	\$24,514.00

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

**ADOPTED** by the County Board of McLean County this 18th day of February, 2003.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

McBarnes Boiler Replacement Project (Expense)  
Installed: January 2003 (emergency replacement)

Compiled: 1/22/03

**Connors Co**

Boiler	15,700.72
LWCO #61 & 150	638.65
Pipe	306.95
Fittings	185.64
Fittings	145.70
Fittings	32.40
Fittings	15.11
Fittings	3.06

**Total 17,028.23**

**Kirby Risk Electric Supply Co**

Electrical supplies	33.25
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**Total 33.25**

**Clark and Barlow**

Materials invoices	25.48
"	50.50
"	7.62
"	11.43
"	10.85
"	19.16
"	4.04
"	3.68
"	16.48
"	35.39
"	9.72
"	6.00
"	104.44
"	48.30
"	1.35
"	1.55
"	6.71
"	60.12

**Total 422.82**

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South Side Supply Co

Water saftey 212.94

Total 212.94

RP Lumber Co

Installation supplies 21.20

" " 12.33

" " 11.99

" " 50.91

" " 55.92

Total 152.35

Lowes

Temporary heaters 366.46

Framing 77.02

" 100.67

" 49.98

Total 594.13

Wherrys Welding

Cut 2"Pipe and thread 157.73

Weld 8" flange and pipe 672.92

Bar stock shims 32.52

Total 863.17

Sears

Fan Gauge 6.99

Total 6.99

Total expense to date 19,313.88

Estimated burner costs 5,200.00 "This will cover all expenses for new burner"

**Project Total 24,513.88**

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2003  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Facilities Management Department 0041**

**WHEREAS**, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Law and Justice Center Program 0050; and,

**WHEREAS**, pursuant to the lease agreements approved between the tenants in the McBarnes Building and McLean County (the "County"), the County is solely responsible for the general maintenance and repair of all installed building mechanical systems, including heating, ventilation and air conditioning; and,

**WHEREAS**, on December 5, 2002, Facilities Management staff discovered that one of the six main steam cells in the Weil-McLain Model 694 Steam Boiler had ruptured, thereby rendering the boiler partially operable and necessitating an emergency replacement of the boiler; and,

**WHEREAS**, Facilities Management staff developed a plan to purchase and replace the boiler with a new Weil-McLain Model 694 Steam Boiler and, in accordance with the County's emergency purchase policy, presented this plan to the County Administrator for approval; and,

**WHEREAS**, the new replacement boiler was successfully installed by Facilities Management staff over the weekend of January 17, 2003 through January 20, 2003; and,

**WHEREAS**, the Facilities Management Department 0041, Law and Justice Center Program 0050 incurred significant overtime expenses during the installation of the replacement boiler; and,

**WHEREAS**, the additional overtime expenses to install the new boiler at the McBarnes Building were not anticipated or budgeted in the fiscal year 2003 adopted budget for the Facilities Management Department 0041, Law and Justice Center Program 0050; and,

**WHEREAS**, the Property Committee, at its regular meeting on Thursday, February 6, 2003, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance, now, therefore,



(2)

**BE IT ORDAINED** by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$5,541.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001			
0001-0001-0001-0400.0000			
Unappropriated Fund Balance:	\$ 0.00	\$5,541.00	\$5,541.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Law and Justice Center Program 0050 the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Facilities Management Department 0041			
0001-0041-0050-0526.0001			
Overtime Pay:	\$35,000.00	\$5,541.00	\$40,541.00

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

**ADOPTED** by the County Board of McLean County this 18th day of February, 2003.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

# McBarnes Boiler Replacement Project ( Labor)

Date	Worker	Work performed	Hours	Hours	Hourly rate	Total
1-12-03	Tom	Reinforced sagging ceiling	12:00PM- 4:00PM	4 X	38.29	153.16
1-12-03	John	" " "	12:00PM -4:00PM	4 X	24.00	96.00
1-12-03	Mike A	" " "	12:00PM-5:00PM	5 X	20.16	100.80
1-13-03	Tom	Boiler delivery	4:30 PM-7:30PM	3 X	38.29	114.87
1-13-03	John	" " "	" "	3 X	24.00	72.00
1-13-03	Mike A	" " "	" "	3 X	20.16	60.48
1-13-03	Mike Y	" " "	" "	3 X	19.71	59.13
1-13-03	Les	" " "	" "	3 X	20.16	60.48
1-13-03	Wayne	" " "	" "	3 X	17.37	52.11
1-13-03	Tim	" " "	4:30PM-6:30PM	2 X	16.23	32.46
1-13-03	Mike S	" " "	4:30PM-5:30PM	1 X	16.30	16.30
1-13-03	Ralph	" " "	4:30PM-5:30PM	1 X	18.75	18.75
1-14-03	Tom	Electrical prep and schematic	4:30PM-9:30PM	5 X	38.29	191.45
1-15-03	Tom	Burner prep	4:30PM-9:00PM	4.5 X	38.29	172.30
1-16-03	Tom	Plumbing prep #61&#150LWCO	4:30PM-10:30PM	6 X	38.29	229.74
1-17-03	Tom	Demo/set cast sections	4:30PM-2:30AM	10 X	38.29	382.90
1-17-03	John	" " "	" "	10 X	24.00	240.00
1-17-03	Mike A	" " "	" "	10 X	20.16	201.60
1-17-03	Les	" " "	" "	10 X	20.16	201.60
1-17-03	Tony	" " "	" "	10 X	16.23	162.30
1-17-03	Mike Y	" " "	4:30PM-9:30PM	5 X	19.71	98.55
1-17-03	Bill	" " "	" "	5 X	16.56	82.80
1-17-03	Tim	" " "	" "	5 X	16.23	81.15
1-17-03	Mike S	" " "	" "	5 X	16.30	81.50
1-17-03	Wayne	" " "	" "	5 X	17.37	86.85
1-17-03	Ralph	" " "	4:30PM-11:00PM	6.5 X	18.75	121.87
1-18-03	Tom	Plumbing/electrical/saftevs/skimming	5:00AM- 2:30AM	21.5 X	38.29	823.23
1-18-03	John	" " " "	8:30AM- 2:30AM	18 X	24.00	432.00
1-18-03	Mike A	" " " "	8:00AM- 2:30AM	18.5 X	20.16	372.96
1-18-03	Tony	" " " "	11:00AM-9:30PM	10.5 X	16.23	170.41
1-18-03	Les	" " " "	6:00PM-9:30PM	3.5 X	20.16	70.56
1-19-03	Tom	Skimming / saftey/ Burner claiibration	8:00AM-1:00PM	5 X	38.29	191.45
1-19-03	John	" " "	8:00AM- 11:30AM	3.5 X	24.00	84.00
1-20-03	Tom	Skimming	9:00AM-11:00 AM	2 X	38.29	76.58
1-20-03	John	" " "	7:00PM-9:00PM	2 X	24.00	48.00

Total hours 216.5 Total labor 5,440.34



**Facilities Management**

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX [jack@McLean.gov](mailto:jack@McLean.gov)

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To: The Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*  
Director, Facilities Management

Date: January 23, 2003

Subj: **McBarnes Memorial Building**

As a review of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, a County owned and operated facility, enclosed please find the below listed documents provided for your consideration:

- A copy of all Tenant Leases
- A Revenue and Utilities Expense Summary Sheet Projected for 2003
- A copy of all CADD drawings of each floor of the building
- A copy of the of the most recent architect review for potential remodeling

If I can answer any questions or provide any further information, please let me know at your convenience.

Thank you.

JEM:  
Enclosures

**2003 McBarnes Rents and Projected Utilities Reimbursements:**

<b><u>Building/Tenant:</u></b>	<b><u>2003 Rent:</u></b>	<b><u>Utilities Reimb.</u></b>	<b><u>Total:</u></b>
<b><u>McBarnes Memorial Building,</u></b>			
<b><u>201 E. Grove Street, Bloomington, IL</u></b>			
United Way of McLean County, 1st Floor *	<b>9,809.51</b>	<b>11,400.90</b>	<b>21,210.41</b>
PATH Crisis Center, 2nd Floor *	<b>11,481.08</b>	<b>15,815.32</b>	<b>27,296.40</b>
Veterans Assistance Commission, 1st Floor	<b><u>3,790.40</u></b>	<b><u>N/A</u></b>	<b><u>3,790.40</u></b>
	<b>25,080.99</b>	<b>27,216.22</b>	<b>52,297.21</b>

**Occupied S.F.:**

United Way	3,663
PATH	3,728
2 <sup>nd</sup> Floor vacant	916
VAC	1,022
3 <sup>rd</sup> Floor vacant	<u>6,767</u>
<b>Total:</b>	<b>16,096</b>

**All leases expire on December 31, 2003.**

**\*(pay utilities)**

**McBar Leases.Doc**

July 26, 2001

RECEIVED

Remodeling of the the McBarnes Building, 201 E. Grove, Bloomington, IL

JUL 26 2001

Submitted by Gene Asbury, Young Architects *GA*

Facilities Mgt. Div.

The following is an updated preliminary cost opinion for remodeling of the 3rd floor space and access to it for office or other use, including code mandated items. The following costs include creating a new elevator shaft and installing a new accessible size elevator, providing a lowered acoustic tile ceiling and all new flourescent lighting and ductwork in the large center room of the 3rd floor. Also included are new air conditioning equipment, and new fixtures and partitions in the existing restrooms on that floor plus enlargement and replacement of the existing restroom doors to required accessible size.

Not included in this writing are new carpeting and painting of the walls. It is assumed those items would be handled either by, or at the time of leasing by a tenant. Air conditioning costs are for equipment only and it is assumed that all labor for that equipment will be performed by County staff.

Also it is assumed that the existing elevator will be left as is and in operable condition.

Third floor remodeling.

1.	New ceiling in the large center room-----	\$ 10,000
2.	New flourescent lighting-----	12,500
3.	New air conditioning equipment-----	15000
4.	New ductwork and grilles in the center room-----	8000

Code mandated items

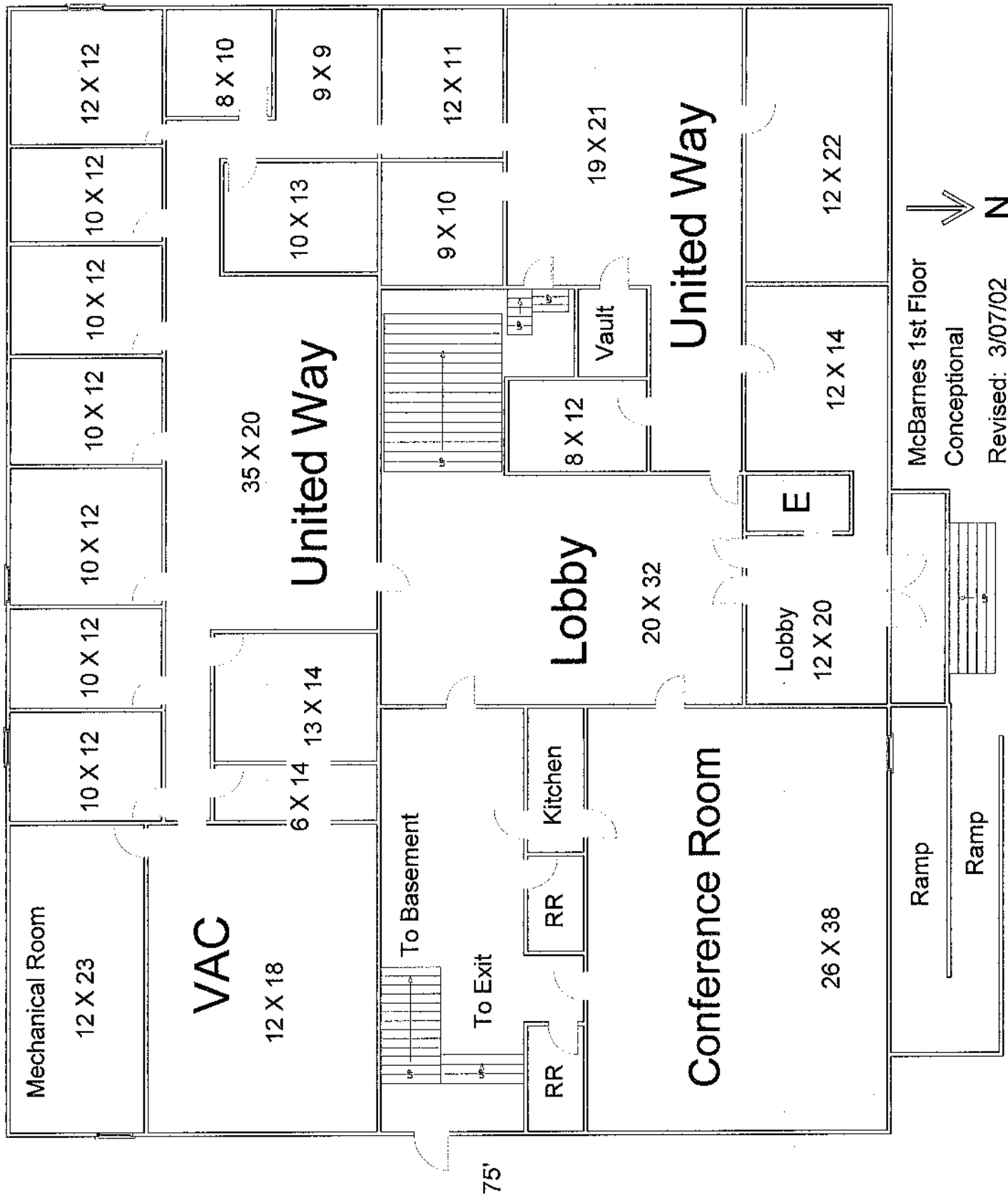
1.	New Elevator (price from ThyssenKrupp Elevator Co)--	42,000
2.	New elevator shaft including demolition through floors, foundations, pit, and structural work-----	94,000
3.	Restroom remodeling-----	<u>20,000</u>

Sub total----- \$201,500

Carried over from first page-----	\$201,500
General Conditions and contractor fees at 20%-----	40,300
Architectural and engineering fees at 7.5%-----	18,135
Contingency at 5%-----	<u>12,090</u>
Total-----	\$272,025

We hope this is of help and suggest budgeting an even \$273,000

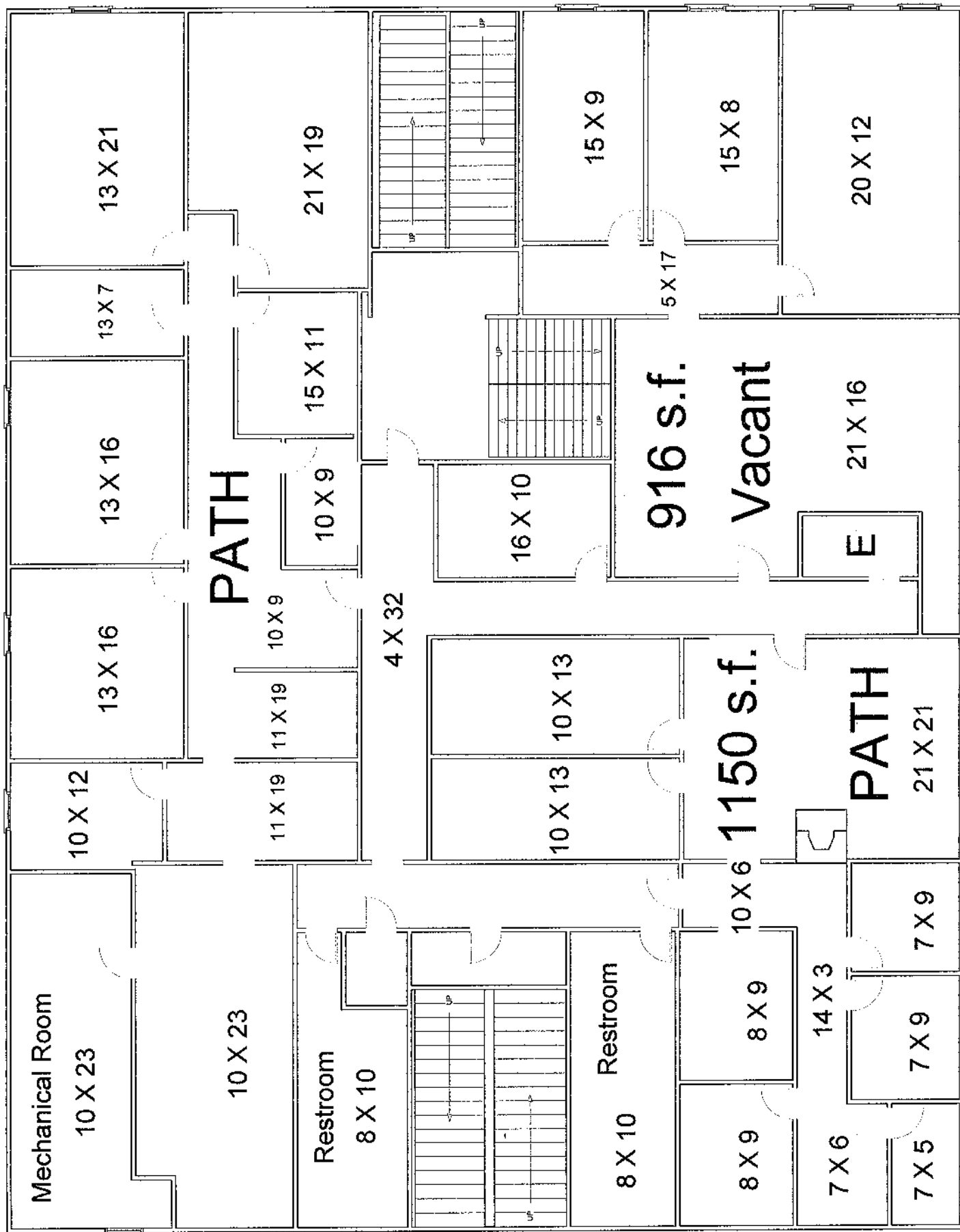
97'



McBurnes 1st Floor  
Concepnal  
Revised: 3/07/02  
3,857 rentable s.f.

201 E. Grove Street

97'



75'





"FM"  
(2003 Lease)

## **LEASE AGREEMENT**

Between

**The County of McLean**

As Landlord

And

**PATH Crisis Center**

As Tenant,

For

Office Space Located on the Second Floor of  
200 East Grove Street, Bloomington, Illinois

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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and PATH Crisis Center, (hereinafter referred to as "PATH"), as tenant, desire to continue a lease agreement for office space consisting of 3,728 s.f. located on the second floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2003, and terminate on December 31, 2003.
2. **Rent.**
  - a. Rent shall be \$11,481.08 per year, payable in twelve equal monthly installments of \$956.76.
  - b. All rent payments shall be mailed to the below address:  
**McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400**
  - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** PATH shall use the aforementioned leased premises only for the purposes of its general business office. PATH shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. PATH shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** Incorporating all of the foregoing, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the leased premises, and further, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.
5. **Building Common Areas.** PATH shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of PATH employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

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6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of PATH employees, agents, or clients. PATH shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. PATH shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. PATH shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide no parking for PATH.
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by PATH without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of PATH displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to PATH certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by PATH at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by PATH that PATH may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. PATH shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
  - a. **Covenants to Hold Harmless.** PATH agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. PATH shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting PATH against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** PATH shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by PATH in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from PATH business. PATH's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after PATH is given written request for same. COUNTY shall bill PATH without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** PATH shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by PATH in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. PATH shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. PATH shall furnish COUNTY additional certificates of PATH's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

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10. **Conduct.** PATH shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by PATH without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
  - a. **Prohibition.** PATH expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
  - b. **Disclosure, Remediation, Liability, and Indemnification.** PATH expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of PATH, its agents, employees, invitees, clients, or licensees,



- (i) PATH shall immediately notify COUNTY of the event;
  - (ii) PATH shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
  - (iii) PATH shall remediate and clean up the leased premises to COUNTY's satisfaction;
  - (iv) PATH shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) PATH shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** PATH expressly covenants and agrees that the duties, obligations, and liabilities of PATH under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon PATH and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit PATH to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of PATH shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of PATH, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or PATH recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor PATH shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by PATH in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent

(50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or PATH shall have the right to terminate this lease, or any extensions thereof.

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if PATH shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of PATH shall be appointed by reason of PATH's insolvency or inability to pay its debts, or if any assignment shall be made of PATH's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of PATH hereunder, by giving PATH notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** PATH shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
19. **Default.** If PATH shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which PATH is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if PATH shall abandon or vacate the premises during the term of this lease, or if PATH shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to PATH have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
  - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by PATH during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by PATH to COUNTY.
  - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate PATH's right of possession and repossess the leased premises without demand or notice of any kind to PATH, in which case COUNTY may relet all or any part of the leased premises. PATH shall be responsible for all costs of reletting. PATH shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.

- c. Have specific performance of PATH's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

**20. Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, PATH shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at PATH's cost and expense, remove from the property all signs, symbols and trademarks pertaining to PATH's business and repair any damages caused by such removal; and
- b. If PATH shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of PATH left upon the leased premises in any manner that COUNTY shall choose without incurring liability to PATH or to any other person. The failure of PATH to remove any property from the leased premises shall forever bar PATH from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of PATH requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by PATH.

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

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**If to COUNTY:**

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to PATH:**

Executive Director  
PATH Crisis Center  
201 E. Grove Street, 2<sup>nd</sup> Floor  
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of PATH unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 15th day of October, 2002.

APPROVED:

PATH CRISIS CENTER

By: 

ATTEST:

By: 

COUNTY OF McLEAN

By: 

Chairman, McLean County Board

By: 

Clerk of the McLean County Board

"FM"  
(2003 LEASE)

**LEASE AGREEMENT**

Between

**THE COUNTY of McLEAN**

As Landlord

And

**UNITED WAY OF McLEAN COUNTY**

As Tenant,

For

Office Space Located on the First Floor of  
200 East Grove Street, Bloomington, Illinois

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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the United Way of McLean County, (hereinafter referred to as "UNITED WAY"), as tenant, desire to continue a lease agreement for office space consisting of 2,835 s.f. located on the first floor and 828 s.f. of the contiguous basement storeroom space located directly below the first floor tenant space of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, the parties expressly agree that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2003, and terminates on December 31, 2003.
2. **Rent.**
  - a. Rent shall be \$9,809.51 per year, payable in twelve equal monthly installments of \$817.46.
  - b. All rent payments shall be mailed to the below address:  
**McLean County Treasurer**  
**104 W. Front Street, Suite 706**  
**Bloomington, Illinois 61702-2400**
  - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** UNITED WAY shall use the aforementioned leased premises only for the purposes of its general business office. UNITED WAY shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. UNITED WAY shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** Incorporating all of the foregoing, UNITED WAY agrees to pay its proportionate share of all utilities and maintenance expenses for the leased premises, and further, UNITED WAY agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.  
*on the first floor*
5. **Building Common Areas.** UNITED WAY shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of UNITED WAY employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of UNITED WAY employees, agents, or clients. UNITED WAY shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. UNITED WAY shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. UNITED WAY shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide no parking for UNITED WAY.
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by UNITED WAY without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of UNITED WAY displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to UNITED WAY certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by UNITED WAY at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by UNITED WAY that UNITED WAY may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. UNITED WAY shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
  - a. **Covenants to Hold Harmless.** UNITED WAY agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and

shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. UNITED WAY shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting UNITED WAY against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** UNITED WAY shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by UNITED WAY in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from UNITED WAY business. UNITED WAY's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after UNITED WAY is given written request for same. COUNTY shall bill UNITED WAY without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** UNITED WAY shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by UNITED WAY in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. UNITED WAY shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. UNITED WAY shall furnish COUNTY additional certificates of UNITED WAY's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon

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the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** UNITED WAY shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by UNITED WAY without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
  - a. **Prohibition.** UNITED WAY expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

- b. **Disclosure, Remediation, Liability, and Indemnification.** UNITED WAY expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of UNITED WAY, its agents, employees, invitees, clients, or licensees,
- (i) UNITED WAY shall immediately notify COUNTY of the event;
  - (ii) UNITED WAY shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
  - (iii) UNITED WAY shall remediate and clean up the leased premises to COUNTY's satisfaction;
  - (iv) UNITED WAY shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) UNITED WAY shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** UNITED WAY expressly covenants and agrees that the duties, obligations, and liabilities of UNITED WAY under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon UNITED WAY and its successors and assigns.

15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit UNITED WAY to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of UNITED WAY shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of UNITED WAY, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or UNITED WAY to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor UNITED WAY shall have any right in or to any award made to the other by the condemning authority.

16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by UNITED WAY in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or UNITED WAY shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if UNITED WAY shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of UNITED WAY shall be appointed by reason of UNITED WAY's insolvency or inability to pay its debts, or if any assignment shall be made of UNITED WAY's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of UNITED WAY hereunder, by giving UNITED WAY notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** UNITED WAY shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
19. **Default.** If UNITED WAY shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which UNITED WAY is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if UNITED WAY shall abandon or vacate the premises during the term of this lease, or if UNITED WAY shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to UNITED WAY have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

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- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by UNITED WAY during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by UNITED WAY to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate UNITED WAY's right of possession and repossess the leased premises without demand or notice of any kind to UNITED WAY, in which case COUNTY may relet all or any part of the leased premises. UNITED WAY shall be responsible for all costs of reletting. UNITED WAY shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of UNITED WAY's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

**20. Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, UNITED WAY shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at UNITED WAY's cost and expense, remove from the property all signs, symbols and trademarks pertaining to UNITED WAY's business and repair any damages caused by such removal; and
- b. If UNITED WAY shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of UNITED WAY left upon the leased premises in any manner that COUNTY shall choose without incurring liability to UNITED WAY or to any other person. The failure of UNITED WAY to remove any property from the leased premises

shall forever bar UNITED WAY from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of UNITED WAY requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by UNITED WAY.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to UNITED WAY:**

~~Executive Director~~ *President*  
UNITED WAY of McLean County  
201 E. Grove Street, 1st Floor  
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.



24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of UNITED WAY unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 15<sup>th</sup> day of October, 2002.

APPROVED:

UNITED WAY OF McLEAN  
COUNTY

By: Karen Soudelin  
President, United Way

ATTEST:

By: Bill Edmunds

COUNTY OF McLEAN

By: [Signature]  
Chairman, McLean County Board

By: [Signature]  
Clerk of the McLean County Board

UNITEDWAY03.Doc

FM  
(2003 Lease)

**LEASE AGREEMENT**

Between

**The County of McLean**

As Landlord

And

**Veterans Assistance Commission**

As Tenant,

For

Office Space Located on the First Floor of  
200 East Grove Street, Bloomington, Illinois

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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to continue a lease agreement for 1,022 s.f. of office space located on the first floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2003, and terminates on December 31, 2003.
2. **Rent.**
  - a. Rent shall be \$3,790.40 to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.
  - b. All rent payments shall be mailed to the below address:  
  

**McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400**
3. **Tenant's Use and Operation.** VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Building Common Areas.** VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the

cost of repairs and maintenance caused by intentional acts or negligence of VAC employees, agents, or clients. VAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

6. **Parking.** COUNTY shall provide no parking for VAC.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of VAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Conduct.** VAC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
9. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by VAC without the prior express written approval of COUNTY.
10. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that

this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. **Hazardous Material.**

- a. **Prohibition.** VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,
- (i) VAC shall immediately notify COUNTY of the event;
  - (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
  - (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
  - (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.



13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.
14. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.
15. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.
16. **Assignment and Subletting.** VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

17. **Default.** If VAC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the leased premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of VAC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

18. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (7) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and

- (iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and
  - b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.
19. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.
20. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**With Copies to:**

Director, Facilities Management  
McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

**If to VAC:**

Executive Director  
Veterans Assistance Commission  
201 E. Grove Street, 1st Floor  
Bloomington, Illinois 61701

21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
25. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 15th day of October, 2002.

APPROVED:

VETERANS ASSISTANCE  
COMMISSION

COUNTY OF McLEAN

By: 

By: 

Chairman, McLean County Board

ATTEST:

By: 

By: 

Clerk of the McLean County Board

VAC03.Doc



**FACILITIES MANAGEMENT**

(309) 888-5192 FAX (309) 888-5209

104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

**Memo to:** The Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

**From:** Jack E. Moody, CFM *Jack Moody*  
Director of Facilities Management

**Date:** January 14, 2003

**Subject:** County Property on Route 9 East

On Thursday, January 9, 2003, the Property Committee directed my office to conduct a survey to determine if any County offices needed more space for their operations. This survey was assigned as a result of Committee discussions concerning the future use of the 37.5 acre site on Route 9 East, which the County Board authorized the Highway Department to purchase last year.

I respectfully recommend to the Committee that a determination of infrastructure resources (potable water, sanitary septic) available on this site must be completed before any decisions are made about the possible uses for this site. Before a master site plan can be developed, it is critical to determine the best location for providing a source of potable water, assuming that there is potable water source available on this site. I would recommend that a request for bid be prepared to solicit costs and services for a water well drilling service. Once a suitable location has been identified for a well, the McLean County Health Department should be contacted to determine where a sanitary septic field should be located on this site. These steps are necessary in order to determine where these infrastructure services should be located on the site, what is the capacity of these infrastructure services, and what State and local laws and codes govern the construction and use of these infrastructure services. The preparation of an infrastructure plan for this site should be the first step prior to any discussion or decision on possible construction of new buildings or facilities on this property.

I would also respectfully remind the Committee that a Comprehensive Space Study of the Law and Justice Center was completed and presented to the Board in May, 2000. This comprehensive space study projects the 20 year space needs of all County offices that are presently located in the Law and Justice Center. The Property Committee and Board used this study as a basis for deciding whether to move forward with the purchase

**The Honorable Chairman and Members of the Property Committee**

**January 14, 2003**

**Page Two**

of the 115 East Washington Street building. In my opinion, at this time, any new survey of County offices in the Law and Justice Center would only serve to duplicate the information already compiled in the May, 2000 Space Study.

Thank you.

JEM:



**FACILITIES MANAGEMENT**

(309) 888-5192 FAX (309) 888-5209

104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

To: The Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack E. Moody*  
Director, Facilities Management

Date: January 15, 2003

Subj: **Annual Review of County Utilities for FY 2002**

During the FY 2002 budget year just ended, we reviewed and recorded all utility bills for all County facilities, including electric, gas, water, and trash removal. Since 1991, we have prepared an annual report for the Property Committee which compares all utility costs with previous years. This report, enclosed for your consideration, will explain any changes in actual utilities costs from the previous year and serve as an analysis of utility usage for all County owned and operated facilities.

Enclosed, for your review please find a report entitled "**Summary of McLean County Buildings Utilities Costs FY 2002 (January - December 2002)**". Also, enclosed is an individual sheet for each County facility which shows the actual monthly utility cost by category of expense experienced in 2002.

Also, we reviewed the **2001 BOMA Experience Exchange Report - U.S. Government Sector**, which was compiled by BOMA in 2001. Each year we use the most recent BOMA utilities report to compare our actual S.F. (square foot) utilities costs with similar government facilities located in the Midwest region of the United States. This information provides yet another comparison of utilities costs to compare with McLean County facilities. For 2001, the most recent BOMA analysis, the average utility cost was \$1.60 per S.F. of occupied space for government sector facilities in the Midwest.

We would be pleased to answer any questions regarding this report or provide any additional information.

Thank you.



## 2002 Summary of McLean County Utilities

**Law and Justice Center:** Representing 41 percent of the total square footage of all McLean County owned and operated facilities, the Center experienced an **decrease** of .01 percent in electrical costs (\$7,424.51) in the year 2002 over the previous year. This is mostly due to a milder summer season than 2001, summer being the time period when electric utilization is highest.

For natural gas usage we experienced a **increase** in costs over 2001 by \$53,101.13. This is due to a colder winter in 2001 over 2002, and because of contract costs with NICOR Energy. Our water usage for 2002 **decreased** by \$311.66 over 2001, so was virtually the same. Trash removal costs are covered by a fixed three-year contract for all County facilities. Overall, the total utilities costs for 2002 were \$45,724.96 more than the previous year due to higher gas costs. However, we ended the year \$54,094.93 **under** the revised FY 2002 budget for utilities at the Law and Justice Center.

All energy management programs in place at the Center worked as designed in the year 2002. These energy management programs help cycle equipment off or to lower parameters during off-hours. Two years ago we replaced ten 25-year old HVAC heating boilers with high efficiency models which have saved natural gas expenses over time.

The cost per s.f. to operate the Center during 2002 was \$1.81, an **increase** of .16 per s.f. over the previous year and \$ .21 cents over the BOMA report. However, the building is a 24-hour building due to the operations of the Adult Detention Center needs.

**Government Center:** The Government Center, comprising 17% percent of the total s.f. of all County buildings, experienced an overall increase of \$24,617.39 in utility costs for 2002 over the previous year. This is primarily due to increased usage in electricity over the previous year. Electrical costs in 2002 **increased** by \$26,322.43 primarily due to the need to keep air conditioning equipment operating on a constant basis because the AC equipment is antiquated, in some instances not functioning at proper levels, and will to be replaced in the upcoming construction project. Gas costs **increased** by only \$578.23 over the previous year; water costs were virtually the same, increasing by only \$43.27 over 2001. Overall, total utilities costs per s.f. ended the year at \$1.02, or \$ .58 cents per s.f. below BOMA averages. We receive rent revenue from National City Bank for their occupied tenant areas of the building. At this time, the building is only occupied on the third floor. The remainder of the building is vacant. National City vacated their basement offices this past summer.

**200 W. Front Street:** Representing 10% of the total County occupied square footage and the third largest County office building, the Health Department Building experienced a **decrease** in electrical costs over 2001 of \$937.46. Gas consumption **increased** by \$5,191.45 over the previous year due to increased usage in the building by the newly constructed Children's Advocacy Center offices. Water usage **increased** by \$600.30 for this same reason, and trash removal costs were virtually the same.

Page two

For all utilities, we therefore experienced an overall **increase** in utility costs of \$4,874.29, which is a direct result of CAC occupying former vacant office space on the 5<sup>th</sup> floor.

CAC, the McLean County Health Department, and the City of Bloomington Township Assessor, pay utilities reimbursement to the County based upon occupied s.f. and actual expenses. The building became fully-occupied in mid 2001 due to CAC moving into 5<sup>th</sup> floor office space. All tenants pay rent to the County for their office space.

**McLean County Nursing Home:** The McLean County Nursing Home experienced an **increase** in electricity costs over 2001 by \$3,082.51 due to usage. Water costs **increased** in 2002 by \$2,723.17 also due to usage. Gas costs **increased** by \$20,871.60 due to higher costs and higher usage. Trash removal costs remain unchanged. Because this facility is occupied 24-hours a day, 7-days a week by elderly residents and staff, temperatures must be a little warmer in winter months as compared to office buildings which are staffed only 8-hours a day, Monday through Friday. The overall cost of operation for utilities **increased** by \$26,677.28 over 2001. Cost per s.f. to operate the McLean County Nursing Home in 2002 was \$3.76.

**Old McLean County Courthouse:** This building is entirely occupied by the McLean County Museum of History, as a tenant. Under the current long-term lease agreement McLean County is responsible for all utilities. For electric, we experienced a **decrease** for the second year in a row in 2002 of \$826.67; water costs were virtually the same; and gas costs **increased** by \$4,688.52 due to higher costs. Overall, the Courthouse used \$3,859.68 more utility dollars in 2002 over 2001.

**McLean County Juvenile Detention Center:** This facility experienced virtually the same electrical costs in 2002 as in 2001; an **increase** in gas costs of \$3,885.08; an **increase** in water costs of \$407.45; and **no change** in trash removal costs. Cost per s.f. to operate the JDC was \$1.95, due to the fact the facility houses juveniles 24 hours a day, seven days a week, and unlike an office building, it uses more utilities.

**Metro McLean County Centralized Communications Center (MetCom):** This all-electric facility which opened in 1997 experienced an overall **decrease** in total utility costs for the **third year in a row**. Costs in 2002 **decreased** by \$4,452.72 overall. We attribute this to FM staff performing HVAC adjustments which made the facility more efficient for electrical energy usage. Cost per s.f. of \$4.40 is higher than other County buildings because it is an all-electric facility and it is manned by County staff around-the-clock. Natural gas is not currently available for heating.

**McBarnes Memorial Building:** This facility is a tenant occupied building. The first two floors are totally rented out (except for 910 s.f.) and the third floor has been vacant since 1991. In the year 2002, compared to 2001, the building experienced an overall **increase** in utility costs of \$2,815.38. We invoice two of the tenants for actual utilities used each month and we are reimbursed these costs in addition to the rent we receive.

**Page three**

Therefore, any increases or decreases in costs in 2002 is a direct result of usage and are paid for by the tenants. The Children's Advocacy Center moved out of McBarnes in August, 2001, to occupy newly remodeled office space on the 5<sup>th</sup> floor of the McLean County Health Department building. Cost per s.f. to operate the facility in 2002 was \$1.39.

**Fairview Building, Normal, Illinois:** This facility is a tenant occupied facility housing primarily the Regional Office of Education for McLean/DeWitt/Livingston Counties, with a small office area for the Senior Citizen Services of the YWCA. In the year 2002, we experienced a slight **decrease** in utilities costs of \$533.50, therefore costs to operate the Fairview Building were the same as in the previous year. ROE and GED, as tenants, pay for utilities on the basis of occupied s.f. and actual costs in accordance with the leases. The YWCA pays rent to the County. Cost per s.f. to operate the building in 2002 was \$1.17.

**McLean County Highway Department:** The McLean County Highway Department experienced a **decrease** in all categories of utilities in 2002 over 2001. Overall, the Highway Department experienced a **decrease** of \$3,563.25 in 2002. Cost to operate the facility was \$ .99 cents per s.f.

**McLean County Animal Control Center:** The Animal Control Center experienced an overall **decrease** in utility costs in 2002 over 2001 of \$2,361.86. This is mostly due to less LP gas being purchased in 2002 as compared to 2001. Cost per s.f. to operate the facility was \$1.19.

**COMLARA Parks and Recreation, Hudson, Illinois:** COMLARA Parks and Recreation experienced an overall **decrease** in utility costs in 2002 of \$4,290.71. This is due to no more LP gas purchases as we converted the heating system over to electric in 2002. Electrical costs were down and so were trash removal costs. Cost per s.f. was \$.83 cents to operate the facility in 2002.

**Rescue Squad/E.S.D.A. Garage, Normal, Illinois:** This unmanned metal garage is used to house emergency extrication vehicles, equipment, and supplies for E.S.D.A. and the Rescue Squad. Overall costs for utilities in 2002 were \$850.30 lower than in 2001. Cost per s.f. to operate the facility in 2002 was \$.36 cents per s.f.

**Overall Summary:**

In summary, the total utilities for all County facilities in the year 2002 over 2001 **increased** by \$97,549.32, almost entirely due an increase in natural gas costs and increased usage of utilities. Many County facilities, mostly the smaller ones, experienced decreases in utilities in 2002. We plan to renegotiate the gas contract this year and we hope to cut our gas costs in half. We are available to answer any questions. Thank you.  
Sutrpt02.doc

**Summary of McLean County Buildings Utilities Costs  
FY 2002 (January - December 2002)**

County Bldg.	2002				Year Total
	Total Electric	Total Water	Total Gas/Fuel	Total Trash	
LJC	328,198.59	57,438.90	140,797.58	4,320.00	530,755.07
Gov Ctr	107,057.66	1,814.61	15,261.61	N/A	124,133.88
N.Home	106,264.18	25,312.78	75,402.15	3,600.00	210,579.11
200 WF	113,699.04	2,524.50	21,075.12	1,640.00	138,938.66
JDC	44,816.16	2,505.35	18,811.00	1,140.00	67,272.51
CH	35,985.90	863.95	18,977.18	N/A	55,827.03
MetCom	25,917.66	504.29	N/A	629.00	27,050.95
McBarn	23,521.91	1,376.69	13,499.19	780.00	39,177.79
Fairv	16,450.75	574.38	11,041.76	N/A	28,066.89
Highway	13,696.00	N/A	8,537.26	612.00	22,845.26
Animal	5,778.13	N/A	2,483.37	504.00	8,765.50
COMLARA	2,969.91	N/A	2,114.60	1,680.00	6,764.51
ESDA	1,601.51	70.04	1,091.85	N/A	2,763.40
<b>02 YTD</b>	<b>825,957.40</b>	<b>92,985.49</b>	<b>329,092.67</b>	<b>14,905.00</b>	<b>1,262,940.56</b>
01 YTD	813,892.34	89,392.76	245,302.14	16,804.00	1,165,391.24
00 YTD	720,652.13	90,214.16	229,882.30	19,372.52	1,060,121.10
99 YTD	713,939.57	93,359.59	174,422.16	17,556.52	999,277.84
98 YTD	713,742.26	77,721.35	155,468.10	20,369.48	967,301.19
97 YTD	700,585.42	78,419.84	194,617.37	15,743.08	989,365.71
96 YTD	665,063.56	74,620.83	163,495.93	23,202.90	926,383.22
95 YTD	588,394.91	71,962.39	128,157.92	14,280.00	802,795.22
94 YTD	568,943.39	71,790.29	164,564.16	11,904.00	817,201.84
93 YTD	517,310.71	59,449.80	187,740.69	9,450.00	773,951.20
92 YTD	550,575.94	58,813.54	168,854.44	N/A	778,243.92
91 YTD	483,851.90	51,019.98	103,296.33	N/A	638,168.21

Facility	S.F.	Total Utilities SF Cost Comparison:						
		2002	2001	2000	1999	1998	1997	1996
LJC	294,200	1.81	1.65	1.69	1.56	1.54	1.63	1.49
Gov Ctr	121,813	1.02	.82	1.70	N/A	N/A	N/A	N/A
200WF	75,000	1.85	1.53	1.76	1.73	1.60	1.53	1.51
NHome	55,900	3.76	3.29	3.17	2.95	2.93	2.94	2.95
CHouse	40,000	1.39	1.30	1.26	1.33	1.16	1.21	1.22
JDC	33,600	1.95	1.80	1.72	1.66	1.67	1.85	1.79
McBarnes	28,141	1.39	1.29	1.29	1.20	1.12	1.29	1.13
Fairview	24,000	1.17	1.19	1.11	1.05	.90	1.31	1.29
HIGHWAY	23,456	.99	1.13	1.01	.89	.81	.72	.88
COMLARA	8,143	.83	1.36	1.16	.95	1.13	.99	1.19
ESDA	7,800	.36	.46	.46	.36	.37	.47	.46
Animal	7,500	1.19	1.50	1.80	1.55	1.51	1.56	1.40
MetCom	6,144	4.40	5.13	5.27	5.45	5.15	2.16	N/A
Tot SF: 725,697								

(Note: 2001 BOMA was \$1.60 s.f. average for govt sector fac)

Math Checked: 1/14/03

SUMMUTL02.DOC

Law & Justice Center Utilities Costs FY '02

Electric, Water, Gas: By Meter

0001-0041-0050-XXXX-XXXX

<u>Month</u>	<u>Utility</u>				<u>Month</u>
	<u>4435594106</u> <u>Electric</u>	<u>11916-2</u> <u>Water</u>	<u>615799502</u> <u>Gas</u>	<u>368-0031231</u> <u>Garbage</u>	<u>Total:</u>
1/02	21,838.82	4,616.44	19,075.53	360.00	45,890.79
2/02	22,094.11	3,782.42	13,910.01	360.00	40,146.54
3/02	23,696.51	3,460.19	15,558.17	360.00	43,074.87
4/02	25,053.62	4,938.68	12,261.21	360.00	42,613.51
5/02	24,904.66	4,180.48	10,538.62	360.00	39,983.76
6/02	31,808.55	5,829.56	6,335.10	360.00	44,333.21
7/02	35,320.01	5,775.62	6,146.37	360.00	47,602.00
8/02	34,770.77	5,124.34	7,155.37	360.00	47,410.48
9/02	35,386.11	7,097.31	7,829.76	360.00	50,673.18
10/02	26,737.10	4,683.78	10,441.44	360.00	42,222.32
11/02	23,344.32	3,400.39	15,130.32	360.00	42,235.03
12/02	<u>23,244.01</u>	<u>4,549.69</u>	<u>16,415.68</u>	<u>360.00</u>	<u>44,569.38</u>
'02	<b>328,198.59</b>	<b>57,438.90</b>	<b>140,797.58</b>	<b>4,320.00</b>	<b>530,755.07</b>
'01	335,623.10	57,750.56	87,696.45	3,960.00	485,030.11
'00	325,810.19	61,653.38	101,331.45	7,594.68	496,389.70
'99	316,677.51	64,605.90	72,309.40	7,594.68	459,267.49
'98	325,298.37	50,930.40	68,509.53	7,594.68	452,332.98
'97	337,998.14	52,906.97	78,554.33	7,394.04	476,853.48
'96	304,698.40	48,019.24	70,837.89	7,279.92	430,835.45
'95	319,721.93	45,714.57	54,304.59	7,620.00	427,361.09
'94	311,445.77	45,520.79	68,821.40	6,540.00	432,327.96

Law & Justice Center

SF: 294,200

Ele. Cost/SF: 1.12

Water Cost/SF: .20

Gas Cost/SF: .48

Garbage Cost/SF: .01

2002 Cost/SF: 1.81

Math Checked: 1/9/03 LJCUTL02.doc

Government Center: 115 E. Washington Street FY 2002  
 Utilities Cost Report: (Electric, water, gas)  
 0001-0041-0115-XXXX-XXXX

	434-2495		Lawn Sprinklers	(3934824293)	614880223		
	11916-1	11916-6	11916-7	4215274752	4868666080		Month
<u>Month:</u>	<u>Water</u>	<u>Water</u>	<u>Water</u>	<u>IPC Ele</u>	<u>IPC Ele</u>	<u>NICOR</u>	<u>Total:</u>
1/02	65.23	53.96	5.86	5,202.55	8.00	5,675.54	11,011.14
2/02	64.62	48.52	5.86	7,945.36	128.93	4,175.64	12,368.93
3/02	64.42	46.59	5.86	8,203.54	117.08	----	8,437.49
4/02	64.42	53.96	5.86	8,641.00	113.41	----	8,878.65
5/02	64.42	58.11	5.86	7,975.92	97.54	credit (3,549.39)	4,652.46
6/02	66.52	56.04	5.86	11,755.87	77.24	2,211.87	14,173.40
7/02	65.38	50.28	5.86	12,060.98	79.40	470.92	12,732.82
8/02	376.53	45.62	5.72	11,090.99	77.45	571.72	12,168.03
9/02	68.03	52.37	5.72	11,889.02	72.61	625.44	12,713.19
10/02	68.03	52.37	5.72	7,775.53	95.16	928.89	8,925.70
11/02	68.03	52.37	Off	6,773.05	88.01	1,841.45	8,822.91
12/02	64.72	85.89	0	6,673.93	115.09	2,309.53	9,249.16
'02	1,100.35	656.08	58.18	105,987.74	1,069.92	15,261.61	124,133.88
'01	569.95	492.52	795.41	80,130.21	605.02	14,683.38	99,516.49
'00	1,070.14	1,180.20	896.08	137,297.70	1,660.53	65,498.35	207,603.00

121,813 s.f.

Ele Cost/SF: .88

Water Cost/SF: .01

Gas Cost/SF: .13

2002 Cost/SF: 1.02

Math Checked: 12/30/02

115EWash02.Doc

200 W. Front Street Building Utilities Costs FY '02  
Electric, Gas, Water, Garbage: By Meter  
0001-0041-0046-XXXX-XXXX

<u>Month</u>	Utilities				<u>Month</u> <u>Total:</u>
	3018610764 Meters <u>Electric</u>	NICOR 06-15-79-9561 <u>Gas</u>	House Meter 11916-3 <u>Water</u>	American Dis. 368-001214 <u>Garbage</u>	
1/02	7,845.30	3,542.69	195.96	135.00	11,718.95
2/02	7,766.27	1,940.93	189.79	155.00	10,051.99
3/02	8,300.95	2,677.59	165.07	135.00	11,278.61
4/02	7,794.65	1,785.50	235.10	135.00	9,950.25
5/02	9,035.04	1,383.96	160.95	135.00	10,714.95
6/02	11,272.36	739.15	200.08	135.00	12,346.59
7/02	13,682.93	326.86	181.19	135.00	14,325.98
8/02	12,061.83	314.11	457.06	135.00	12,968.00
9/02	2,922.26 *	769.87	214.46	135.00	4,041.59
10/02	17,416.73	1,916.58	189.50	135.00	19,657.81
11/02	7,708.35	2,489.04	156.23	135.00	10,488.62
12/02	<u>7,892.37</u>	<u>3,188.84</u>	<u>179.11</u>	<u>135.00</u>	<u>11,395.32</u>
'02	<b>113,699.04</b>	<b>21,075.12</b>	<b>2,524.50</b>	<b>1,640.00</b>	<b>138,938.66</b>
'01	114,636.50	15,883.67	1,924.20	1,620.00	134,064.37
'00	112,644.39	15,949.22	1,889.30	1,440.00	131,922.91
'99	114,065.58	11,208.44	2,702.48	1,440.00	129,416.50
'98	107,368.74	8,483.90	2,537.93	1,800.00	120,190.57
'97	98,219.32	13,707.53	1,549.49	1,020.00	114,496.34

(Building was purchased on 4/17/96)

200 W. Front Street, Bloomington, IL 61701

SF: 75,000

\*(Reflects an October 2002 credit of \$8,975.27)

Ele. Cost/SF: 1.52

Gas Cost/SF: .28

Water Cost/SF: .03

Garbage Cost/SF: .02

2002 Cost/SF: 1.85

Math Checked: 1/09/03 CWUTL02.DOC

McLean County Nursing Home Utilities Costs FY '02

Electric, Water, Gas, Garbage: By Meter

0401-0090-0086-XXXX.XXXX

454-9565

Month	9598507628 Electric	22817-21941 Water	621849500 Gas	368-0000609 Garbage	Month Total:
1/02	7,134.70	---	10,674.10	300.00	18,108.80
2/02	7,053.33	4,068.38	8,087.22	300.00	19,508.93
3/02	7,100.61	---	9,529.15	300.00	16,929.76
4/02	6,866.02	4,037.58	6,343.98	300.00	17,547.58
5/02	6,247.88	---	4,016.57	300.00	10,564.45
6/02	11,453.02	4,358.88	3,576.33	300.00	19,688.23
7/02	12,783.57	---	3,246.34	300.00	16,329.91
8/02	13,786.51	3,942.38	2,864.15	300.00	20,893.04
9/02	11,741.45	---	2,822.99	300.00	14,864.44
10/02	7,721.05	4,313.58	5,510.82	300.00	17,845.45
11/02	7,209.21	---	8,171.56	300.00	15,680.77
12/02	7,166.83	4,591.98	10,558.94	300.00	22,617.75
'02	<b>106,264.18</b>	<b>25,312.78</b>	<b>75,402.15</b>	<b>3,600.00</b>	<b>210,579.11</b>
'01	103,181.67	22,589.61	54,530.55	3,600.00	183,901.83
'00	102,965.02	21,072.41	47,880.40	5,040.00	176,957.83
'99	99,332.74	20,572.26	39,559.71	5,040.00	164,504.71
'98	104,217.04	18,745.96	36,049.33	5,040.00	164,052.33
'97	100,219.91	18,819.36	42,715.91	2,780.04	164,535.22
'96	102,087.67	19,634.04	37,517.66	5,895.00	165,134.37
'95	107,144.85	21,340.54	30,495.66	3,000.00	161,981.05
'94	106,480.08	20,863.16	42,162.60	3,000.00	172,505.84
'93	106,925.71	18,372.02	54,664.87	3,000.00	182,962.60

McLean County Nursing Home, 901 N. Main Street, Normal, IL 61761

SF: 55,900

Ele Cost/SF: 1.90

Water Cost/SF: .45

Gas Cost/SF: 1.35

Garbage Cost/SF: .06

2002 Cost/SF: 3.76

Math Checked: 1/09/03 NHUTL02.Doc



McLean County Courthouse Utilities Costs FY '02

Electric, Water, Gas: By Meter

0001-0041-0049-XXXX.XXXX

<u>Month</u>	<u>Utility</u>			<u>Month</u>
	<u>4602309495</u> <u>Electric</u>	<u>11916-5</u> <u>Water</u>	<u>6-15-79-9510</u> <u>Gas</u>	<u>Total:</u>
1/02	2,093.82	74.47	3,328.80	5,497.09
2/02	2,270.64	68.67	2,264.42	4,603.73
3/02	2,177.58	67.38	2,804.17	5,049.13
4/02	2,626.35	68.67	1,746.41	4,441.43
5/02	2,489.23	68.02	939.24	3,496.49
6/02	3,748.23	70.94	214.89	4,034.06
7/02	4,186.17	70.87	109.97	4,367.01
8/02	3,886.05	70.86	109.97	4,066.88
9/02	4,258.79	69.53	158.78	4,487.10
10/02	3,420.66	75.52	1,769.81	5,265.99
11/02	2,404.57	70.20	2,462.88	4,937.65
12/02	<u>2,423.81</u>	<u>88.82</u>	<u>3,067.84</u>	<u>5,580.47</u>
<b>'02</b>	<b>35,985.90</b>	<b>863.95</b>	<b>18,977.18</b>	<b>55,827.03</b>
'01	36,812.57	866.12	14,288.66	51,967.35
'00	37,229.27	828.10	12,509.00	50,566.37
'99	43,270.20	816.84	9,331.23	53,418.27
'98	38,293.59	977.14	7,227.48	46,498.21
'97	36,281.52	947.11	11,234.27	48,462.90
'96	38,688.20	1,081.04	8,910.64	48,679.88
'95	39,190.57	732.12	6,817.68	46,740.37
'94	33,478.24	1,393.66	9,737.96	44,609.86
'93	37,353.88	912.03	9,476.66	47,742.57

McLean County Courthouse, 200 N. Main Street, Bloomington, IL 61701

SF: 40,000

Ele Costs/SF: .90

Water Cost/SF: .02

Gas Costs/SF: .47

2002 Costs/SF: 1.39

Math Checked: 1/9/03 CHUTL02.Doc

McLean County Juvenile Detention Center  
 Utilities Cost Report by Meter for 2002  
 0001-0041-0022-XXXX-XXXX

<u>Month</u>	Utilities			368-0001206		<u>Month</u>
	6444209523 <u>Electric</u>	621849561 <u>Gas</u>	22877-26956 <u>Water</u>	22873-21961 <u>Water</u>	<u>Trash</u>	
1/02	2,766.46	3,344.92	---	---	95.00	6,206.38
2/02	2,712.65	2,264.42	79.78	271.07	95.00	5,422.92
3/02	3,223.48	2,201.75	---	---	95.00	5,520.23
4/02	3,332.03	1,660.72	136.08	338.04	95.00	5,561.87
5/02	3,188.23	1,029.94	---	---	95.00	4,313.17
6/02	4,785.72	440.98	136.08	310.50	95.00	5,768.28
7/02	4,996.10	279.25	---	---	95.00	5,370.35
8/02	5,256.11	272.85	91.18	281.42	95.00	5,996.56
9/02	4,828.91	505.47	---	---	95.00	5,429.38
10/02	3,841.98	1,447.82	137.58	332.46	95.00	5,854.84
11/02	3,124.42	2,251.59	---	---	95.00	5,471.01
12/02	<u>2,760.07</u>	<u>3,111.29</u>	<u>91.18</u>	<u>299.98</u>	<u>95.00</u>	<u>6,357.52</u>
'02	<b>44,816.16</b>	<b>18,811.00</b>	<b>671.88</b>	<b>1,833.47</b>	<b>1,140.00</b>	<b>67,272.51</b>
'01	44,076.01	14,925.92	510.32	1,587.58	1,140.00	62,239.83
'00	41,927.47	14,086.45	510.83	1,418.75	1,149.96	59,093.46
'99	42,247.16	12,151.85	570.36	1,509.55	1,149.96	57,628.88
'98	42,934.81	11,313.43	1,130.41	909.76	1,294.92	57,583.33
'97	43,896.55	17,060.11	579.46	1,302.35	900.00	63,738.57
'96	43,848.24	13,979.44	645.34	1,450.43	1,797.00	61,720.45
'95	47,142.28	10,998.13	539.54	1,340.11	576.00	62,615.43
'94	44,459.94	15,949.29	395.11	1,235.09	576.00	62,615.43

McLean County Juvenile Detention Center, 903 N. Main Street, Normal, IL 61761

(This facility opened in November 1993)

SF: 34,500

Ele. Cost/SF: 1.30

Water Cost/SF: .07

Gas Cost/SF: .55

Garbage Cost SF: .03

2002 Cost/SF: 1.95 Math Checked: 1/9/03 JDC02.Doc

MetCom: FY '02 Electric, Water, and Trash Utilities Costs  
0001-0041-0045-XXXX.XXXX

662-5330 ext 701 Cornbelt #1823401		434-2495 City Water 11916-0		Month
<u>Month</u>	<u>Electric</u>	<u>Water</u>	<u>Trash</u>	<u>Total:</u>
1/02	2,607.85	50.67	47.00	2,705.52
2/02	2,513.88	54.89	47.00	2,615.77
3/02	1,985.28	50.67	47.00	2,082.95
4/02	2,032.26	50.17	47.00	2,129.43
5/02	1,809.09	34.28	47.00	1,890.37
6/02	2,361.79	59.11	47.00	2,467.90
7/02	2,080.94	34.09	47.00	2,162.03
8/02	2,374.00	34.09	112.00	2,520.09
9/02	1,985.28	34.08	47.00	2,066.36
10/02	1,691.62	38.34	47.00	1,776.96
11/02	1,985.28	29.82	47.00	2,062.10
12/02	<u>2,490.39</u>	<u>34.08</u>	<u>47.00</u>	<u>2,571.47</u>
'02	<b>25,917.66</b>	<b>504.29</b>	<b>629.00</b>	<b>27,050.95</b>
'01	30,492.61	447.06	564.00	31,503.67
'00	31,298.76	358.73	697.20	32,354.69
'99	32,191.93	620.79	697.20	33,509.92
'98	30,538.97	374.83	697.20	31,611.00
'97	12,615.80	415.00	255.00	13,285.80

Metro McLean County Centralized Communications Center, 2411 E. Empire Street,  
Bloomington, IL 61704, (Note: Facility is manned 24 hours/day, 7-days a week, and is  
an **ALL ELECTRIC** building.) Occupied on March 10, 1997

SF: 6,144

Elec Costs/SF: 4.22

Water Costs/SF: .08

Trash Costs/SF: .10

2002 Costs/SF: 4.40

Math Checked: 1/14/03

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McBarnes Memorial Building Utility Cost FY '02

Electric, Gas, Water, Garbage: By Meter

0350-0085-0091-XXXX.XXXX

	All Meters	NICOR 6-39-82-9503	434-2495 11916-4	368-001213 Amer. Dis.	Month
<u>Month</u>	<u>Electric</u>	<u>Gas</u>	<u>Water</u>	<u>Garbage</u>	<u>Total:</u>
1/02	1,532.44	2,096.83	125.94	65.00	3,820.21
2/02	1,545.08	1,617.44	117.70	65.00	3,345.22
3/02	1,602.52	1,902.15	109.46	65.00	3,679.13
4/02	1,827.85	609.50	125.94	65.00	2,628.29
5/02	1,808.56	708.87	121.82	65.00	2,704.25
6/02	2,662.74	280.64	125.94	65.00	3,134.32
7/02	2,744.77	134.66	122.97	65.00	3,067.40
8/02	2,578.91	165.48	95.88	65.00	2,905.27
9/02	2,387.53	258.99	141.68	65.00	2,853.20
10/02	1,916.22	1,392.52	100.09	65.00	3,473.83
11/02	1,473.96	2,013.54	76.70	65.00	3,629.20
12/02	<u>1,441.33</u>	<u>2,318.57</u>	<u>112.57</u>	<u>65.00</u>	<u>3,937.47</u>
'02	<b>23,521.91</b>	<b>13,499.19</b>	<b>1,376.69</b>	<b>780.00</b>	<b>39,177.79</b>
'01	25,146.76	9,341.01	1,094.64	780.00	36,362.41
'00	24,977.94	9,592.33	954.98	680.00	36,205.25
'99	24,333.20	8,038.39	678.21	784.00	33,833.80
'98	24,145.02	5,618.67	831.97	912.00	31,507.66
'97	25,744.46	9,361.15	764.99	540.00	36,410.60
'96	23,635.99	6,564.68	704.23	942.00	31,846.90
'95	27,024.49	4,510.46	979.22	420.00	32,934.17
'94	26,195.54	6,795.42	815.21	360.00	34,166.17

McBarnes Memorial Building, 201 E. Grove Street, Bloomington, IL 61701

SF: 28,141

Ele. Cost/SF: .83

Gas Costs/SF: .48

Water Costs/SF: .05

Garbage Costs/SF: .03

2002 Costs/SF: 1.39

Math Checked: 1/9/03

McBarnes02.DOC

Fairview Building Utilities Costs FY '02  
Electric, Water, Gas, Garbage: By Meter  
0360-0041-0051-XXXX.XXXX

	IPC 4729759606	Utility 454-9565 22793-3336	NICOR 621849510	Month
<u>Month</u>	<u>Electric</u>	<u>Water</u>	<u>Gas</u>	<u>Total</u>
1/02	1,132.34	---	2,354.62	3,486.96
2/02	1,233.88	120.48	1,293.95	2,648.31
3/02	1,245.13	---	1,594.43	2,839.56
4/02	1,355.86	90.18	830.31	2,276.35
5/02	974.32	---	454.15	1,428.47
6/02	1,500.25	90.18	254.32	1,844.75
7/02	1,947.95	---	215.04	2,162.99
8/02	2,040.77	91.18	208.32	2,340.27
9/02	1,752.07	---	208.79	1,960.86
10/02	1,133.87	91.18	690.86	1,915.91
11/02	979.99	---	1,220.05	2,200.04
12/02	<u>1,154.32</u>	<u>91.18</u>	<u>1,716.92</u>	<u>2,962.42</u>
<b>'02</b>	<b>16,450.75</b>	<b>574.38</b>	<b>11,041.76</b>	<b>28,066.89</b>
'01	16,419.06	707.11	11,474.22	28,600.39
'00	16,984.83	1,423.43	8,276.60	26,684.86
'99	15,972.65	1,226.46	7,819.94	25,019.05
'98	15,734.90	1,056.56	4,461.54	21,513.00
'97	21,457.02	946.46	8,416.39	31,413.87
'96	20,960.11	1,628.44	7,047.88	30,846.39
'95	22,751.35	1,141.41	5,205.79	29,686.55
'94	23,230.64	1,472.18	6,131.56	31,422.38
'93	25,695.92	1,744.02	8,811.31	36,959.25

Fairview Building (ROE/GED occupied on 4/6/98), 905 N. Main Street, Normal, IL  
SF: 24,000

Ele Cost/SF: .69

Water Cost/SF: .02

Gas Cost/SF: .46

2002 Cost/SF: 1.17

Math Checked: 1/9/03

FAIRVIEW02.doc

McLean County Highway Dept. Utilities Costs FY '02  
Electric, Gas, Water, Garbage: By Meter  
0120-0055-0056-XXXX.XXXX

	662-5330			
	Cornbelt	NICOR	368-0001326	
	371800	6-06-80-9800	American	Month
<u>Month</u>	<u>Electric</u>	<u>Gas</u>	<u>Trash</u>	<u>Total:</u>
1/02	1,518.09	2,171.47	51.00	3,740.56
2/02	1,558.16	970.47	51.00	2,579.63
3/02	1,151.81	1,308.53	51.00	2,511.34
4/02	1,111.75	745.60	51.00	1,908.35
5/02	945.77	467.94	51.00	1,464.71
6/02	1,117.36	187.90	51.00	1,356.26
7/02	908.93	120.69	51.00	1,080.62
8/02	1,129.27	112.75	51.00	1,293.02
9/02	1,062.69	122.62	51.00	1,236.31
10/02	814.14	378.54	51.00	1,243.68
11/02	1,134.65	594.56	51.00	1,780.21
12/02	<u>1,243.38</u>	<u>1,356.19</u>	<u>51.00</u>	<u>2,650.57</u>
'02	<b>13,696.00</b>	<b>8,537.26</b>	<b>612.00</b>	<b>22,845.26</b>
'01	15,922.22	9,874.29	612.00	26,408.51
'00	15,587.08	7,483.09	588.00	23,658.17
'99	14,378.60	5,826.97	588.00	20,793.57
'98	13,574.20	4,766.68	588.00	8,928.88
'97	12,183.37	4,241.84	540.00	16,965.21
'96	11,877.96	8,017.19	722.04	20,617.19
'95	12,924.50	8,003.29	516.00	21,443.79

McLean County Highway Department  
RR #1, Bloomington, IL 61704  
Ele Cost/SF:           .60  
Gas Cost/SF:           .36  
Garbage Cost/SF:           .03  
2002 Costs/SF:           .99  
Math Checked:           1/14/03

Office SF: 5,435 \*  
N. Gar SF: 9,600  
S. Gar SF: 9,600  
Total Heated SF: 23,456

HWUTL02.Doc

McLean County Animal Control Center Utility Costs FY '02

Electric, LP Gas, Garbage: By Meter

0112-0061-0065-XXXX.XXXX

662-4366

	IPC	368-0001931	Hicks	
	7972235936	Amer Disp	036572	Month
<u>Month</u>	<u>Electric</u>	<u>Garbage</u>	<u>LP Gas</u>	<u>Total:</u>
1/02	396.19	42.00	---	438.19
2/02	447.95	42.00	580.54	1,070.49
3/02	489.27	42.00	516.26	1,047.53
4/02	440.24	42.00	---	482.24
5/02	306.01	42.00	---	348.01
6/02	667.92	42.00	---	709.92
7/02	648.11	42.00	599.63	1,289.74
8/02	674.67	42.00	---	716.67
9/02	612.31	42.00	---	654.31
10/02	407.07	42.00	---	449.07
11/02	335.13	42.00	786.94	1,164.07
12/02	353.26	42.00		395.26
'02	<b>5,778.13</b>	<b>504.00</b>	<b>2,483.37</b>	<b>8,765.50</b>
'01	5,355.72	504.00	5,267.64	11,127.36
'00	5,376.86	498.96	7,388.38	13,264.20
'99	5,771.96	498.96	5,182.00	11,452.92
'98	6,069.26	498.96	4,586.97	11,155.19
'97	6,870.11	660.00	4,257.08	11,547.19
'96	6,972.68	660.00	2,756.28	10,388.96
'95	6,702.79	360.00	3,281.00	10,343.79
'94	4,991.12	360.00	2,989.73	8,340.85
'93	3,856.68	360.00	2,214.93	6,341.61

McLean County Animal Control Center, RR, Bloomington, IL

SF: 7,400

Ele Costs/SF:           .78

Gas Costs/SF:           .34

Garbage Costs/SF:           .07

2002 Costs/SF:           1.19

Math Checked: 12/30/02

ASUTL02.DOC

COMLARA Park Utilities Cost FY '02  
 Electric, LP Gas, Garbage: By Meter  
 0001-0040-0042-XXXX.XXXX

		Meg Anderson 663-2392		
	662-5330	Mc. Co. Ser.	368-0062003	Month
	123200	3044310		
<u>Month</u>	<u>Electric</u>	<u>LP Gas</u>	<u>Garbage</u>	<u>Total:</u>
1/02	178.01	---	140.00	318.01
2/02	157.30	966.43	140.00	1,263.73
3/02	186.62	---	140.00	326.62
4/02	201.96	---	140.00	341.96
5/02	199.15	1,148.17	140.00	1,487.32
6/02	419.90	---	140.00	559.90
7/02	459.32	---	140.00	599.32
8/02	441.78	---	140.00	581.78
9/02	212.83	---	140.00	352.83
10/02	163.71	---	140.00	303.71
11/02	190.87	---	140.00	330.87
12/02	<u>158.46</u>		<u>140.00</u>	<u>298.46</u>
'02	<b>2,969.91</b>	<b>2,114.60</b>	<b>1,680.00</b>	<b>6,764.51</b>
'01	3,920.15	5,351.07	1,784.00	11,055.22
'00	4,273.89	3,448.47	1,683.72	9,406.08
'99	4,202.83	1,784.08	1,683.72	7,670.63
'98	3,960.55	3,462.44	1,683.72	9,106.71
'97	3,442.61	3,250.89	1,300.00	7,993.50
'96	3,803.34	2,429.37	3,384.00	9,616.71
'95	3,888.94	3,191.41	1,200.00	8,280.35
'94	3,811.59	1,876.90	N/A	5,688.49

COMLARA Park & Recreation, RR 1, Hudson, IL 61748, All heated SF: 8143

Ele Costs/SF:       .36      

LP Gas:       .26      

Garbage Costs/SF:       .21      

2002 Costs/SF:       .83      

Math Checked:                   1/14/03                  

COML02.DOC



Rescue Squad/ESDA Building Utility Costs FY '02  
 Rescue: 0001-0032-0039- ESDA: 0001-0047-0052-

888-642-6748				
	9335510498	22821-26955	06218427802	Month
<u>Month</u>	<u>Electric</u>	<u>Water</u>	<u>Gas</u>	<u>Total:</u>
1/02	126.71	---	254.89	381.60
2/02	122.89	10.24	218.79	351.92
3/02	131.94	---	172.61	304.55
4/02	131.58	11.28	104.77	247.63
5/02	112.97	---	19.95	132.92
6/02	160.47	8.08	---	168.55
7/02	147.81	---	38.43	186.24
8/02	152.44	14.48	---	166.92
9/02	146.99	---	39.10	186.09
10/02	112.71	14.48	---	127.19
11/02	125.69	---	94.98	220.67
12/02	<u>129.31</u>	<u>11.48</u>	<u>148.33</u>	<u>289.12</u>
'02	<b>1,601.51</b>	<b>70.04</b>	<b>1,091.85</b>	<b>2,763.40</b>
'01	1,570.74	57.68	1,985.28	3,613.70
'00	1,576.43	104.25	1,936.91	3,617.59
'99	1,495.21	56.74	1,210.15	2,762.10
'98	1,606.81	226.39	988.13	2,821.33
'97	1,656.61	188.55	1,817.87	3,663.03
'96	1,766.54	70.24	1,752.45	3,589.23
'95	1,903.21	174.88	1,085.43	3,163.52
'94	1,730.96	95.09	1,786.60	3,612.65
'93	1,608.32	74.49	2,009.42	3,692.23

Rescue Squad. ESDA Building, Normal, IL 61761, SF = 60' X 120' = 7,800 SF

Ele Cost/SF: .21

Water Cost/SF: .01

Gas Cost/SF: .14

2002 Costs/SF: .36

Math Checked: 12/30/02 RSUTL02.doc



DEPARTMENT OF PARKS AND RECREATION  
(309)726-2022 FAX (309)726-2025 www.mclean.gov  
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman & Members, Property Committee  
FROM: Bill Wasson, Director of Parks and Recreation  
DATE: 01/28/03  
RE: Lake Management Meetings Report and Recommendations

The McLean County Department of Parks and Recreation held two public workshops on issues relative to lake management at Evergreen Lake on December 16, 2002 and January 6, 2003. On December 16, 2002 from 5 PM - 9 PM, the meeting consisted of roundtable and one-on-one discussions on lake management issues and a survey was provided to take written comment. On January 6, 2003, the Department provided for roundtable and one-on-one discussions from 5 PM - 7pm and held an oral comment and question/answer session from 7PM - 9PM. The Department provided the public with information concerning the initial proposals on a Pilot Program for No-wake operation of motors larger than 10 HP on Evergreen Lake and a Goose Management Program. In addition, the Department accepted written comments on Lake Management Proposals from December 16, 2002 through January 20<sup>th</sup>, 2003.

The general results of these two meetings and written comments are provided below. Over 400 individual comments were received either from public meeting oral comment or written comment on the proposals. After removal of duplicate responses from individuals, the Department had a total of 366 comments. The following table reflects the results of the Public Comment process.

**No-wake Pilot Program**

	County Residents In favor of Pilot Program	County Res. Opposed to Pilot Program	Non. Res. In Favor of Pilot Program	Non. Res. Opposed to Pilot Program
Meetings	26	37	8	3
Written	21	11	26	7
E-mail	33	52	16	11
Petition	59	18		
TOTAL	139	118	50	20

\*23 comments in favor of pilot program have been removed due to absence/ unintelligible name or address  
\* 5 comments opposed to pilot program have been removed due to absence/unintelligible name or address

The Department also received official correspondence from the Central Illinois Muskie Hunters Club in opposition to the Pilot Program and from the Quad County Muskie Hawgs in favor of the Pilot Program.

Once the IDNR program was announced in the spring of 2002, the Department of Parks and Recreation began fielding regular questions concerning whether the IDNR Pilot Program included Evergreen Lake and if not, when a review of such a program would take place. During the summer of 2002, County Departments were directed to identify all areas of possible revenue enhancement for evaluation during the budget process. Having identified citizen interest in the no-wake program during the spring, the Department included the proposal of a trial "unlimited horsepower(H.P.)no-wake limit" program, similar to that instituted by the IDNR at some 10 H.P. limited lakes in 2002 as a revenue alternative in the proposed F.Y. 2003 budget. The alternative included an additional registration revenue projected at \$9,500 resulting from an approximate 20% increase in overall usage and an additional \$10,000 - \$12,000 from mooring rentals. The 20% increase is based primarily on the approximate 15% increase experienced at nearby Dawson Lake and the larger size of Evergreen Lake's facilities.

The alternative to the no-wake proposal is to increase fees substantially and in-line with other recreational fee increases in 2003. Camping rates at County Parks will be approximately 30-35% higher than those of the primary public sector supplier, the IDNR in 2003. 90% of those responding that they opposed the No-Wake Pilot Program proposal supported increased fees with continued horsepower limits.

An increase of Co. Resident fees to \$35 annually /\$12 daily, and non-resident fees to \$45 annually and \$16.00 daily would be required. The Department projects a 30% decrease in annual registrations based upon prior experience with registration increases with a positive response from county resident sportsmen. This would generate \$15,000. We would expect that daily permit revenue would increase \$2,250, due to historic user changes from annual to daily permits as fees increase. An increase of \$500 in boat rental revenue is also projected.

These increased fees will be 17% higher for residents and 50% higher for non-residents than a 10 H.P. watercraft at Lake Bloomington. These fees would be 25% high than the average 10 H.P. for local government(\$28) and 45% higher than the average non-resident 10 HP local fee(\$31). The Department would be required to identify an additional \$4,000 in expenditure reductions, in addition to those previously instituted for Fiscal Year 2003.

Two primary concerns were voiced with respect to the no-wake operation of larger than 10 HP motors: 1) increased pressure on the fishery and 2) increased use causing congestion, noise, and pollution, and violations of rules on the lake. Both are valid concerns which will need to be addressed if the Pilot Program is initiated.

With respect to the fishery, IDNR staff is unable to provide significant information on either the Pilot Program at its own lakes or a proposal for Evergreen Lake. As with the trial introduction of Muskie and Saugeye to the lake over the past 10 years, only time can provide us with information on the effects and appropriate fishery management actions. Continuing cooperative stocking programs, regular cooperative fishery surveys, and assistance in modifying site specific creel and length limits should assist in maintaining and improved both the quality and quantity of fishing opportunities at Evergreen, as it has since the initiation of the intergovernmental fisheries agreement with the IDNR 17 years ago.

The Department is specifically recommending that fishing tournament regulations be enacted to assist in maintaining a quality fishery. The application & review process for a permit allows Park Staff to determine that the event being planned: 1) Is allowable within the statutes, rules, & policies which apply; 2) Will not harm resources involved; 3) Is compatible with the facilities available; 4) Does not conflict with other previously scheduled events; 5) Does or does not carry a higher than usual risk of injury to participants or others & greater liability for event organizers & employees of McLean County. Tournaments may be held at times & places which require that special conditions be imposed. These provisions may be included after the sponsor or organizer has applied for the permit through discussion with a department representative. Special provisions may include but are not limited to:

- Signing a Hold Harmless Agreement
- Designating a safe start area.
- Providing for a weigh-in area away from the boat launch or docks.
- Limiting tournaments to catch & release.
- Requiring tournament limits to be less than daily creel limits.
- Requiring the use of a Release Boat.
- Prohibiting tournaments for muskie and walleye/sauger/saugeye during the months of June, July & August.
- Designating special parking areas for tournament participants.
- Requiring tournaments to be based out of the Main (East) Boat Launch.
- Limiting the number of boats.
- Identifying tournament boats with markings or flagging.
- Others as required by the MCDPR.

In addition, the Department recommends that the basin below the spillway at Evergreen Lake, where a temporary fish containment structure exists, be designated as closed to fishing. Such an action will reduce illegal poaching activities at this location and will also reduce the stress of catch and release imposed on these fish prior to Departmental efforts to return them to the lake. The Department will continue dialogue with the City and IDNR on a feasible permanent containment structure.

Balancing the mission of providing public recreational opportunities against the residual impacts of public use upon the resource is an inevitable task of any outdoor recreation agency. The Department continues to strive to meet the needs of a growing and changing citizenry. As the Department did when watercraft registrations went from 700 in the late 1980's to 1500 in 1998, it will strive to maintain a desirable recreational atmosphere, while recognizing that additional users creates additional impacts, necessitating continued improvements in operational efficiencies.

The Department recommends additional educational material and new signage, addressing the introduction of exotic species and foreign materials into the lake. The Department has completed the installation of a several accessible fishing piers over the past three years and will now be able to focus additional maintenance efforts on launch facilities, including modifications to expand parking at the White Oak area. Finally, the Department is developing a citizen Lake Watch program that would improve the ability of volunteers to report problems and assist in maintaining a family atmosphere.

In combination with the previously outlined Departmental actions to assist in addressing impacts of additional users upon the fishery and general operations, the Department recommends initiation of the Pilot No-Wake Program for boats over 10 H.P. at Evergreen Lake for 2003. The Department will report monthly to the oversight committee on the progress and feedback of the program.

#### Waterfowl Control Program

The goal of the waterfowl control program is to implement control methods directed at resident waterfowl population reduction that are socially and biologically acceptable, site-specific, efficient and effective, while maintaining important viewing opportunities during all times of the year and minimizing impact upon other wildlife and recreational activities.

The level of nuisance waterfowl impact has created significant and regular problems with appropriate cleanliness of recreational active use areas and beaches, creating health concerns and increasing manpower requirements. Waterfowl dropping is the number one visitor complaint for the past two years. In addition, conflicts between recreational users and waterfowl have increased. Our approach is to:

1. Review options to address problems caused by Canada geese and identify acceptability, cost and the potential of a goose population change or problem resolution.
2. Maximize community input and identify a range of tools available for control activities.
3. Encourage the Illinois Department of Natural Resources to support & adopt regulations (e.g. nuisance control or conservation order) that would give local governments the authority to manage resident Canada geese where and when necessary, with IDNR concurrence.

4. Support changes in framework dates for establishing regular hunting seasons in the U.S. that would allow for early September opening dates.
5. Identify control methods that minimize impacts upon other recreational activity and other wildlife.
6. Identify control methods that are fiscally neutral.

#### TECHNIQUES USED BY THE DEPARTMENT OF PARKS AND RECREATION PREVIOUSLY or CURRENTLY FOR NUISANCE GEESE

- 1) Provide information to Public on not feeding waterfowl-feeding does not appear to be a significant problem based upon observations.
- 2) Leave un-mowed strips along active use problem areas lake shores- the geese will simply fly over the un-mowed areas, due to the large turf areas available in active use areas.
- 3) inflatable predator scare devices- no impact.
- 4) pyrotechnic scare devices - initial significant impact, followed significant drop-off to minimal impact over days.
- 5) chemical applications - marginal impact, high cost (\$100 per acre + manpower + application after each mowing) localized use only moves geese to other active use areas.
- 6) mow limited areas along lake shore in non-active use areas - does keep waterfowl from walking directly into active use areas, instead they fly over the areas.
- 7) stringing line around areas -minimal due to fact the geese will fly into the areas as small as 15 yards wide.
- 8) low level laser - initial significant impact, followed by significant drop-off to minimal impact over days.

In addition, we have discussed the use of dogs with other agencies. While reports are generally positive as to initial response from waterfowl, it appears that the geese are moved only locally and that they will return if a constant presence is not maintained in a given area. In addition, we also have information that the geese become accustom to the dogs, as they have become accustom over time to other scare techniques.

The experiences of the Department of Parks and Recreation over the past three years are reflective of a findings of a 2001 report funded by the U.S. Fish and Wildlife Service for the Central Flyway Council on Nuisance Geese Control. This report identifies expanded or special hunts or depredation orders are the most effective methods of reducing "local populations" (see Table 11.).

#### Special Waterfowl Hunting Program Goals

1. Identify compressed areas that will allow for special hunts while minimizing impact upon other recreational activities and wildlife.
2. Identify methods that would allow for revenue production to pay a portion of waterfowl management implementation and waterfowl impact costs.

3. Focus on removal of resident waterfowl through use of early seasons, working within the constraints of U.S. Fish & Wildlife / IDNR regulations.
4. Insure sufficient participation by adopting site rules that will generate hunter interest and support for fee based recreational activity as a byproduct of program.
5. Work with community resources to maximize volunteer assistance in program.
6. Insure appropriate program access to disabled population.

#### Specific Recommendations

1. Encourage the Illinois Department of Natural Resources to support and adopt regulations (e.g. depredation or conservation order) that would give local governments the authority to manage resident Canada geese where and when necessary, by permit.
2. Encourage the Illinois Department of Natural Resources to retain the September resident goose season.
3. Install 4 stake locations and 1 disabled hunter blind in the Six Mile Bay/Deer Island Area.
4. Hunting areas will be closed to lake use.
5. Permits will be issues for Monday, Wednesday, and Saturday of each week during prescribed site seasons.
6. Hunting activity will be allowed from ½ hours before sunrise until 1:00 PM.
7. Issue permits for stake/blind locations at a cost of \$30.00 per day maximum 4 participants per stake/blind-fee based upon common IDNR Daily fee(\$10 per person).
8. Specific blind locations will be pre-determined and permit holders will be responsible to hunt at the specific location on the date.
9. Initial seasons will include the September early goose season and the first 30 days of regular waterfowl season (maximum 288 geese at 100% success rate -12 hunters per day average)
10. To promote participation, hunters will be allowed to take normal waterfowl limits, as set by the U.S. Fish & Wildlife Service and IDNR.
11. Cost of Program estimated at \$1,400 - revenue estimated at \$2,000-\$2,400 dependent upon resident/non-resident participation.
12. Obtain a permit from U.S. Fish & Wildlife and IDNR for the addling of eggs.

Public comments received concerning the waterfowl management program are as follows.

	County Residents In favor of Geese Hunting	County Res. Opposed to Geese Hunting	Non. Res. In Favor of Geese Hunting	Non. Res. Opposed to Geese Hunting
Meetings	54	7	9	1
Written	24	4	13	0
E-mail	13	5	4	0
Petition	0	0	0	0
TOTAL	91	16	26	1

In addition, we received one formal response to the proposal by an organization. The John Wesley Powell Audubon Society is opposed to the proposal.

Concerns of those opposed to the plan include the duration of the program, impact upon other wildlife, availability of additional funds to manage the goose impact, changes in use, alternatives, and lack of awareness that there was a problem.

The Department has highlighted the nuisance goose problems for the past two years, bringing attention and coverage by the local media. Due to the fact that the a majority of time in public meetings was directed at the No-wake Pilot Program Proposal, the Department recommends that additional dialog with concerned citizens is reasonable and the Department would like an opportunity to complete such, prior to making a final recommendation on the actual components of this program.

#### BACKGROUND

Prior to 1986, Evergreen Lake was a 690 acre lake restricted to electric trolling motors only. In 1986, The Department proposed and implemented a 10 H.P. limit for use of boats on Evergreen Lake, hoping to increase usage of the facility. In addition, upon the Department's recommendation, the County entered into an intergovernmental agreement for cooperative fisheries management with the IDNR in 1986. In 1995-1996, the City of Bloomington initiated a project to increase the lake level of Evergreen Lake by 5 feet and expand the surface acreage by over 900 surface acres and increasing capacity by over 1/3.

In 1997, the Department of Parks and Recreation initiated a season-long survey and had 3 public workshops relative to the issues of lake management at Evergreen Lake. The results of this survey and these workshops was that 47% of those responding wished to maintain the current 10 H.P. limit, 45% desired incremental horsepower change or no-wake unlimited operation (19% for 25 HP, 17% 40 HP, 9% for No-wake with unlimited H.P.) and 5% desired unlimited H.P. unlimited operation. At the time of the survey, IDNR had no "no-wake/unlimited" lake regulations at any of their facilities.

Without one overriding individual option and with consideration to the difficulty of initiating and enforcing a unique no-wake vs. H.P. limit regulation, the Department Staff did not recommend any change in watercraft use regulations in 1998 corresponding with the increased surface acreage at Evergreen Lake from 720 to 900 acres.

The Department of Parks and Recreation applied to the IDNR Watercraft Access Grant program in 1999, 2000 and 2001 for assistance in renovating courtesy dock facilities at Evergreen Lake. The IDNR grants program responded that "the rating factors your project scored low in (significance of water body, usage level, local boater registration figures, etc.) are items you have no control over, facilities only, on small, local, limited horsepower (restricted) lakes are not a high (grant)priority with respect to a statewide perspective."

The IDNR Water Resources Division has assisted in analyzing the possibilities, along with the City of Bloomington Engineering/Water staff, for a permanent fish containment structure on, in-front of, or behind the Evergreen Lake spillway.



Such a permanent structure would replace the temporary fence structure currently in place, which was erected by the County Parks staff and volunteers in 1998.

In 2002, IDNR instituted a pilot program allowing no-wake operation of larger motors on some 10 H.P. lakes. IDNR Law enforcement has reported few problems with their "no-wake" program to date and Evergreen Lake staff encountered an increase in "operating with large motors" reports in 2003. In addition, recent product introductions such as outboard motor attached trolling motors and quiet/clean running 4 stroke motors have made it more difficult to determine who is or is not running a larger motor, as long as they are running at a no-wake speed.

#### CONCLUSION

There will be some public resistance to this proposal. Those who have made financial commitments to purchase 10 HP motors are effected by this change, and additional usage will most assuredly increase the fishing competition. For these reasons, the Department has recommended retaining the current fee for County Resident 10 H.P. users at \$20. Non-resident 10 H.P. users would increase to \$30.00. Unlimited no-wake permits for County Residents are recommended at \$30.00 and unlimited non-resident annual fee is recommended at \$40.00. Daily fees schedules would be consistent with these annual fees.

The Department has projected an approximate 20% increase in use under this proposal. If usage increases exceed the projections, the Department would likely recommend that additional funds be directed toward increased lake patrols and/or improvements to the White Oak Area Launch facilities. If at the end of 2003, the pilot program is deemed to be unsuccessful in its goal to increase recreational availability without impacting the type of usage on the Lake, the County would have the option of returning to the 10 H.P. limit.

**Table 11. An Action Matrix to address problems caused by Canada geese with measures of social acceptance, relative cost and projected effects on populations.**  
The assumption is made that most actions are taken on a largely local rather than flyway-wide basis. See Appendix 7 for a description of actions.

Action	Social Acceptance	Relative Cost	Projected Effects On The		
			Greater Population <sup>1</sup>	Local Population <sup>2</sup>	Problem
None	Low	Low	None to minimal increase	None to moderate increase	None to moderate increase
Provide technical advice only (e.g. terminate feeding, vegetative changes)	Moderate	Low / Moderate	None	None to minimal reduction	Small to moderate reduction
Scare hardware, chemicals, denial of access	Moderate	Moderate	None	None	Moderate reduction
Reproductive inhibitors, contraceptives, sterilization	Moderate	High	None	Unknown	Unknown
Use of other animals (falcons, dogs) as a scare device	High	Low / Moderate	None	None	Small to moderate reduction
Trap & transplant	High	High	None	Moderate reduction	Small to moderate reduction
Reducing egg hatchability	Moderate	High	Minimal reduction	Moderate reduction	Small to moderate reduction
Increased "regular season" sport hunting	High	Low	Low to moderate reduction	Moderate to high reduction	Moderate to high reduction
Special hunting seasons	High	Moderate	Low to moderate reduction	Moderate to high reduction	Moderate to high reduction
Conservation and Depredation Order	Moderate	Moderate	Low reduction	Moderate to high reduction	Moderate to high reduction
Habitat management programs	Low / High	Low / High	Minimal reduction	Minimal to high reduction	Low to moderate reduction
Trap, process and donate to charity	Moderate	High	Minimal reduction	Moderate reduction	Moderate reduction
Issue kill permits	Low / Moderate	Low	None	Minimum reduction	Low to moderate reduction

1. Effect on, for example, the size of the Great Plains Canada Goose Population.

2. Effect on a flock of birds using a lake or park, a larger sub-population using a city or a small region of a state or province.

## ORDINANCE

AMENDING THE MCLEAN COUNTY ORDINANCE ADOPTING AND ENACTING RULES AND REGULATIONS PERTAINING TO THE PUBLIC USE OF ALL COUNTY PARKS AND RECREATIONAL AREAS, AND PROVIDING FOR THE ENFORCEMENT OF SAID ORDINANCE AND FIXING OF PENALTIES FOR ITS VIOLATIONS.

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Ordinance be and hereby is amended as follows:

### 35.15 FISHING

#### 35.15-8

No person shall coordinate, conduct, or participate in a fishing tournament without first securing a fishing tournament special use area permit. A fishing tournament is defined as any organized competitive angling event involving 10 or more boats or, if boats are not involved, 20 or more people, conducted on Evergreen Lake or its tributaries that fall within COMLARA Park boundaries for the purpose of awarding prizes or for personal gain or promotional consideration, except for tournaments conducted by the McLean County Department of Parks & Recreation.

The application & review process for a permit allows the Parks and Recreation Department to determine that the event being planned: 1) Is allowable within the statutes, rules, & policies which apply; 2) Will not harm resources involved; 3) Is compatible with the facilities available; 4) Does not conflict with other previously scheduled events; 5) Does or does not carry a higher than usual risk of injury to participants or others & greater liability for event organizers & employees of McLean County.

Tournaments may be held at times and places which require that special conditions be imposed. These provisions may be included after the sponsor or organizer has applied for the permit, through review by the Department of Parks and Recreation. Special provisions may include, but are not limited to, requiring a special use area permit, completion of formal application; reporting requirements, designating a safe start area; providing for a weigh-in area away from the boat launch or docks; Limiting tournaments to catch & release; requiring tournament limits to be less than daily creel limits; requiring the use of a release boat; prohibiting tournaments for muskie and walleye/sauger/saugeye during periods of significant stress due to high water temperatures, designating special parking areas for tournament participants; Limiting the number of boats; and identifying tournament boats with markings or flagging.

### 35.18 BOATING

#### 35.18-1

A)Boats shall be limited to boats propelled by oar, paddle, sail and outboard motors not to exceed (10) horsepower, or boats with motors in excess of 10 H.P. operated at no-wake speeds not to exceed 5 miles per hour, except that no restrictions shall be placed upon the horsepower of electric motors. Inflatable watercraft shall be limited to those designed and manufactured with the intent of operation independent of other vessels and with construction of reinforced fabric.

ADOPTED by the County Board of McLean County this 18th day of February, 2003.

ATTESTED:

APPROVED:

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Peggy Ann Milton, Clerk of the  
County Board of McLean County, Illinois

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Michael F. Sweeney, Chairman  
McLean County Board



**DEPARTMENT OF PARKS AND RECREATION**  
 (309)726-2022 FAX (309)726-2025 www.mclean.gov  
 13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 01/28/2003

RE: Fees Ordinance Amendments

The Department of Parks and Recreation recommends the adoption of the following fee changes consistent with the budget recommended and approved for Fiscal Year 2003 Budget by the McLean County Board. :

	McLean County Residents	Non-Residents of McLean Co.
<b>Evergreen Lake Watercraft</b>		
Calendar year, 1/1- 12/31 <u>up to 10 H.P.</u>	\$20.00	<del>\$25.00</del> <u>\$ 30.00</u>
One day only <u>up to 10 H.P.</u>	\$ 7.00	<del>\$ 9.00</del> <u>\$ 10.00</u>
Calendar year, 1/1- 12/31 <u>over 10 H.P.</u>	<u>\$30.00</u>	<u>\$ 40.00</u>
One day only <u>over 10 H.P.</u>	<u>\$10.00</u>	<u>\$ 14.00</u>
<b>Campsite fees</b>		
Non-electric campsites	<del>\$9.00</del> <u>\$10.00</u>	<del>\$11.00</del> <u>\$12.00</u>
Electric campsites	<del>\$12.00</del> <u>\$13.00</u>	<del>\$14.00</del> <u>\$15.00</u>
<b>Boat Rental</b>		
½ Hour Paddleboat Rental	<del>\$4.50</del> <u>\$5.00</u>	<del>\$4.50</del> <u>\$5.00</u>
Hourly Canoe Rental	<del>\$5.00</del> <u>\$6.00</u>	<del>\$5.00</del> <u>\$6.00</u>
<b>Picnic Shelter Reservations</b>		
Small Shelter 1-25 persons	\$25.00	<del>\$30.00</del> <u>\$35.00</u>
1 Shelter 1-50	\$35.00	<del>\$40.00</del> <u>\$45.00</u>
1 Shelter 51-100	\$50.00	<del>\$60.00</del> <u>\$65.00</u>
<u>Special Use Area Reservation</u>	<u>\$25.00</u>	<u>\$35.00</u>

These fee changes are reflective of the Department's recommended budget and are based upon fee surveys of similar facilities within the region, an assessment of impact upon usage, increased operating cost, and considers relevant associated improvements to facilities during the past and current year. Both Campground and Watercraft fees were last increased in 2002.